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ILLINOIS COMMERCE COMMISSION

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JOINT PETITION OF CENTRAL ILLINOIS)
PUBLIC SERVICE COMPANY D/B/A)
AMEREN CIPS AND THE CITY OF)
ROODHOUSE, ILLINOIS, FOR APPROVAL)
OF AN AGREEMENT BETWEEN THE)
PARTIES DEFINING SERVICES AREAS IN)
GREENE COUNTY, ILLINOIS, PURSUANT)
TO SECTION 5/11-117-6 OF THE ILLINOIS)
MUNICIPAL CODE.)

CHIEF CLERK'S OFFICE

DOCKET NO. 02 0286

AMENDMENT TO VERIFIED JOINT PETITION

COME NOW the Petitioners Central Illinois Public Service Company d/b/a AmerenCIPS ("CIPS") and the City of Roodhouse ("Roodhouse") by their respective counsel pursuant to Section 11-117-6 of the Illinois Municipal Code and petition and represent to the Illinois Commerce Commission (the "Commission") the following:

1. CIPS is a corporation organized and existing under and by virtue of the laws of the State of Illinois, owning and operating electric transmission lines and distribution systems in Illinois and is in so doing a public utility within the meaning of "An Act Concerning Public Utilities" approved June 29, 1921, as amended and is an electric supplier within the meaning of the Electric Supplier Act approved July 2, 1965, as amended.

2. The City of Roodhouse is a municipal corporation within the meaning of Section 8-508 of the Public Utility Act (220 ILCS 5/8-508). The City of Roodhouse is also a "municipality" authorized to own and operate a "public utility" and to "purchase . . . the product or service of any such utility . . ." within the meaning of Section 11-117-1(1) of the Municipal Code (65 ILCS 5/11-117-1(1)).

3. On January 26, 2001, CIPS and the City of Roodhouse entered into an "Agreement for Purchase and Sale of Certain Assets and Real Estate and Assignment of Easements, Leases and Licenses" (the "CIPS/Roodhouse Agreement"). The Agreement involves the transfer of customers and territory both within the city limits of Roodhouse ("Territory A") and outside the city limits of Roodhouse ("Territory B").

4. Pursuant to Section 8-508 of the Public Utilities Act, when a public utility assigns, transfers, leases, or sells, in whole or part, any franchise, license, permit, plant, equipment, business, or other property to any political subdivision or municipal corporation, the public utility shall notify the Illinois Commerce Commission. Commission approval of the transaction is not required. In this matter, CIPS provided such notice to the Commission with respect to both Territory A and B on February 1, 2001.

5. Pursuant to Section 11-117-6(d) of the Municipal Code, a public utility and municipality may enter into an agreement defining geographic areas in which each party may provide utility services, including the provision for exclusive or non-exclusive service territories subject to Commission approval. 65 ILCS 5/11-117-6(d). As noted in paragraph 3, CIPS and the City of Roodhouse have executed an agreement regarding the transfer of facilities and service rights to certain customers and areas outside the City of Roodhouse currently being served by CIPS. The existing customers are referenced in the Agreement as Territory B customers.

6. CIPS and Roodhouse have negotiated a Second Amendment to their Agreement of January 2001, a specimen copy of which is attached hereto at Tab 1.

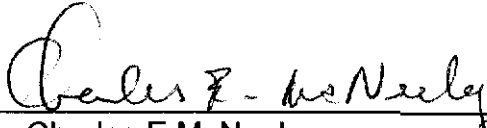
7. The Second Amendment adopts the map attached thereto as Appendix A-1.

8. Appendix A-1 reflects an agreement by which Roodhouse will take over service only as to certain identified customers in Territory B within the areas reflected thereon. The balance of Territory B will be assigned to IREC by a proposed amendment to the existing CIPS-IREC Service Area Agreement. The CIPS-IREC amendment will also utilize and incorporate Appendix A-1.

9. The names and mailing addresses of affected customers are attached hereto at Tab 2.

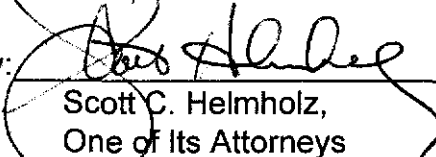
WHEREFORE, Joint Petitioners respectfully request that the Illinois Commerce Commission approve the Agreement between the parties with respect to Territory B and authorize the City of Roodhouse to provide exclusive electric service therein.

THE CITY OF ROODHOUSE

By: 
Charles E. McNeely,
Its Attorney

Thompson, Mitchell & McNeely, P.C.
226 West State Street
Jacksonville, IL 62650

CENTRAL ILLINOIS PUBLIC SERVICE
COMPANY, d/b/a AmerenCIPS

By: 
Scott C. Helmholz,
One of Its Attorneys

Brown, Hay & Stephens
205 S. Fifth, Suite 700
Springfield, IL 62705

VERIFICATION

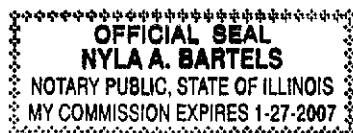
STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) ss

Jon R. Carls, as Director, Regulatory Services Department of Ameren Services, being first duly on oath, deposes and states that he has read the foregoing Amendment to Verified Joint Petition and that the statements made therein are true, correct, and complete to the best of his knowledge and belief.



Jon R. Carls

Subscribed and sworn to before me this 9th day of July, 2003.





Notary Public

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF GREENE) ss

Everett Schofield, as Mayor of Roodhouse, Illinois, being first duly sworn, deposes and states that he has read the foregoing Amendment to Verified Joint Petition to Establish Exclusive Service Territory and that the statements made therein are true, correct, and complete to the best of his knowledge and belief.

Subscribed and sworn to before me this ____ day of July, 2003.

Notary Public

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) ss

Jon R. Carls, as Director, Regulatory Services Department of Ameren Services, being first duly on oath, deposes and states that he has read the foregoing Amendment to Verified Joint Petition and that the statements made therein are true, correct, and complete to the best of his knowledge and belief.

Jon R. Carls

Subscribed and sworn to before me this ____ day of July, 2003.

Notary Public

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF GREENE) ss

Everett Schofield, as Mayor of Roodhouse, Illinois, being first duly sworn, deposes and states that he has read the foregoing Amendment to Verified Joint Petition to Establish Exclusive Service Territory and that the statements made therein are true, correct, and complete to the best of his knowledge and belief.

Everett L Schofield

Subscribed and sworn to before me this 8th day of July, 2003.

Charles E. McNeely
Notary Public

